



Interoffice Memorandum

February 8, 2021

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Eric Ushkowitz, Economic Development Administrator
Office of Economic, Trade & Tourism Development

A handwritten signature in black ink, appearing to read "Eric Ushkowitz".

SUBJECT: **February 23, 2021** – Consent Agenda Item
Approval and Execution of Grant Agreements for FY 2021 between
Orange County, Florida and various Economic Stimulus
organizations

On December 1, 2020, staff presented to the Board multiple programs aimed at implementing economic strategies designed to help create and grow entrepreneurial activity and small business growth. These programs support the diversification of our local economy ensuring that there is equitable business assistance and support across our community.

The entities for proposed funding include: 1) University of Central Florida Research Foundation, Inc. to develop and manage an industry cluster initiative; 2) University of Central Florida Research Foundation, Inc. to launch Venture Lab, an educational and training program for early stage technology companies; 3) University of Central Florida Research Foundation, Inc. for the National Entrepreneur Center to be a hub for entrepreneurial assistance and expand place-based programming; 4) Black Orlando Tech to build programming for minority business owners with professional and creative services industry backgrounds to assist underrepresented entrepreneurs; 5) CFF I, LLC to support programming for social enterprises and provide technical assistance to this unique sector; 6) Rollins College Crummer Center for Advanced Entrepreneurship for support of their Athena Powerlink program designed to support women entrepreneurs and the Rollins Venture Plan competition; 7) Starter Studio to provide virtual services and support to early stage businesses; and 8) Veteran Entrepreneurship Initiative, Inc. to build technical assistance programs for veteran small businesses and entrepreneurs.

The purpose of this recommendation is to provide funding for the general support of these organizations, to provide economic strategies, and economic growth in our diverse region.

ACTION REQUESTED:

Approval and execution of Orange County, Florida FY 2021 Grant Agreements for the period of October 1, 2020 through September 30, 2021 with 1) University of Central Florida Research Foundation, Inc. in the amount of \$630,000; 2) University of Central Florida Research Foundation, Inc. in the amount of \$200,000; 3) University of Central Florida Research Foundation, Inc. in the amount of \$319,000; 4) Black Orlando Tech in the amount of \$310,837; 5) CFF I, LLC in the amount of \$100,000; 6) Rollins College Crummer Center for Advanced Entrepreneurship in the amount of \$95,000; 7) Starter Studio in the amount of \$150,000; and 8) Veteran Entrepreneurship Initiative, Inc. in the amount of \$147,500, for a total amount of \$1,952,337.

EU/mf

**ORANGE COUNTY, FLORIDA
AND
UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.
FY 2021 GRANT AGREEMENT**

THIS AGREEMENT (“Agreement”), made and entered into this 2nd day of February 2021, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the “County” and UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC., hereinafter referred to as “UCFRF”, a direct support organization and instrumentality acting for the benefit of and on behalf of The University of Central Florida Board of Trustees (“UCF”)

WITNESSETH:

WHEREAS, the UCFRF has applied to the County for a donation of funds for the operations of the UCFRF; and

WHEREAS, the County has determined that there is a public benefit to an initiative focusing on industry cluster development which would be conducive to Orange County's economy and, to that end, the County has appropriated funds to be donated to the UCFRF for such purposes; and

WHEREAS, the County has determined that there is a public benefit to the development and roll-out of software, online databases, and other resources conducive to the industry diversification goals of Orange County and, to that end, the County has appropriated funds to be donated to the UCFRF for such purposes; and

WHEREAS, the County desires to enter into an agreement with the UCFRF whereby the UCFRF will receive said funds of the County in accordance with the terms and conditions herein set forth; and

WHEREAS, the County understands that UCFRF does not have employees, and that all personnel performing under this Agreement are employees or agents of UCF; and

WHEREAS, the UCF has available or will hire the necessary qualified and trained personnel, and UCFRF has available the facilities, materials and supplies to perform its obligations as set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

Section 1. County's Obligation.

1.1 The County has appropriated for the period commencing January 1, 2021 and ending September 30, 2021, the total sum of Six Hundred Thirty Thousand and 00/100 Dollars (\$630,000.00)("County Contribution") to be administered and disbursed by the UCFRF solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2021 for the designated purpose set forth in Exhibit "A", shall be returned to the County. Upon receipt of a written request from the UCFRF, the County Administrator, or designee, may grant an extension for the UCFRF to spend or encumber the County Contribution. The County Contribution shall be made in four (4) equal installments of One Hundred and Fifty-Seven Thousand Five Hundred and no/100 Dollars (\$157,500.00) on the following dates and contingent upon the County's receipt of a fully-executed Agreement, as well as an invoice, and then three (3) performance and financial reports of the UCFRF's activities/programs/services as described in Exhibit "A." Each report is due to Orange County Office of Economic, Trade & Tourism Development no later than 45 days after the end of the quarters ending March 31; June 30; and September 30 as described in Exhibit "B", attached hereto and incorporated herein by this reference. The first installment payment will be paid by the end of January 2021 or within 30 days after the execution date of this Agreement and receipt of invoice. The three remaining installment payments shall be paid within 30 days of receipt of each prior report. The first report is due no later than May 15; the second report is due by no later than August 15; and, the final report is due by no later than November 15. The final report will determine compliance for future funding. Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement.

1.2 No funds paid under this Agreement shall be expended for any lobbyist, as such term is defined in section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County.

1.3 No funds paid under this Agreement shall be expended for payment of any liability, claims, demands, damages, expenses, fees, fines, penalties, proceedings, actions and cost of actions, including attorney's fees or attorneys on appeal of proceedings or judgments of any kind and nature.

Section 2. UCFRF's Obligation.

2.1 Representation of UCFRF. The UCFRF represents that it will use its best efforts to develop and promote small technology-focused businesses and entrepreneurs in Central Florida, which should include partnering with Orange County Economic Development and Business Development.

2.2 Intentionally Omitted.

2.3 Unlawful Discrimination. The UCFRF, in performing its obligations under this Agreement shall not unlawfully discriminate against any worker, employee, applicant or member of the public because of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin.

2.4 Accounting. The UCFRF will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles. The UCFRF agrees to submit reports to the County's Office of Management and Budget according to the terms described in Exhibit "B". Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the UCFRF to receive future contributions from the County for this effort.

2.5 Non-Profit Status. The UCFRF agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the UCFRF should, during the term of this Agreement, lose its corporate status, it shall immediately notify the County in writing, and the County reserves the right to terminate this Agreement immediately.

2.6 Right to Inspect and Audit Accounts. During the term of this Agreement, the UCFRF, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller and his staff to inspect and audit the UCFRF's books and accounts at any time during normal working hours, provided that reasonable notice is given to the UCFRF prior to any such inspection. Any costs incurred by the UCFRF as a result of a County audit shall be the sole responsibility of and shall be borne by the UCFRF. In addition, should the UCFRF provide any or all of the County's funds to sub-recipients, then, and in that event, the UCFRF shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee.

2.7 Maintenance of Records; Audit. For a period ending five (5) years after the expiration or termination of this Agreement, the UCFRF shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.

Section 3. Term and Termination.

3.1 Term and Termination. The term of this Agreement shall begin on January 1, 2021 and shall continue until September 30, 2021, unless extended by written modification to the Agreement, signed by both parties. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 4. Miscellaneous.

4.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof, shall be deemed to exist.

4.2 Independent Contractor. In the performance of all services under this Agreement, each Party shall be deemed to be, and shall be, an independent contractor. This Agreement shall not be deemed to create any other form of employment relationship or business organization between the Parties. Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not, on behalf of the other, enter into any contract, warranty or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other.

4.3 No Assignment. Neither Party may assign or transfer its rights and remedies nor transfer its obligations under this Agreement, in whole or in part, without prior written consent of the other Party. This Agreement is binding upon the Parties and their permitted successors and assigns.

4.4 Assumption of Risk. Each Party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and its officers, employees, servants, and agents thereof while acting within the scope of their employment. The County and UCFRF further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

UCFRF and UCF expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability beyond any statutory waiver. The Parties acknowledge and agree that UCFRF is a direct support organization acting on behalf of and as an instrumentality of UCF and that the cap on the amount and liability of UCFRF and UCF for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort in Florida Statute 768.28. Further, UCFRF's total liability is limited to the lesser of (i) the liability cap set forth in Florida Statute 768.28 and (ii) the policy limits of UCFRF's insurance coverage.

4.4 Limitation of Damages. In no event will either Party be responsible for any, indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, and regardless of whether a Party was advised or had reason to know of the possibility of incurring such damages in advance.

4.5 No Warranty. UCFRF AND UCF MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH REGARD TO THE RESEARCH, INTELLECTUAL PROPERTY, AND/OR PROPRIETARY MATERIALS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT COUNTY'S USE OF THE RESEARCH DELIVERABLES OR INTELLECTUAL PROPERTY WILL NOT INFRINGE ANY THIRD PARTY PATENT, COPYRIGHT, TRADEMARK, OR OTHER THIRD PARTY RIGHTS. UCFRF AND UCF MAKE NO REPRESENTATION AS TO THE USEFULNESS OF RESEARCH DELIVERABLES, INTELLECTUAL PROPERTY, OR PROPRIETARY MATERIALS. IF COUNTY CHOOSES TO EXPLOIT RESEARCH DELIVERABLES, INTELLECTUAL PROPERTY, OR PROPRIETARY MATERIALS IN ANY MANNER WHATSOEVER, IT DOES SO AT ITS OWN RISK.

4.6 Force Majeure. No default, delay, or failure to perform on the part of either Party shall be considered a default, delay, or failure to perform hereunder, if such default, delay, or failure to perform is due to causes beyond either Party's reasonable control including, but not limited to, strike, lockouts, or inactions of governmental authorities; epidemics; war; embargoes; fire; earthquake; acts of God; or default of a common carrier. In the event of such default, delay, or failure to perform, any date or times by which either Party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay, or failure to perform.

4.7 Waivers. Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

4.8 No Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

4.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation occurring as a result of this Agreement shall be held in the Ninth Circuit Courts in and for Orange County, Florida, and shall be governed by the laws of the State of Florida.

4.10 Severability. It is agreed by and between the parties that if any covenant, condition or provision contained in this agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

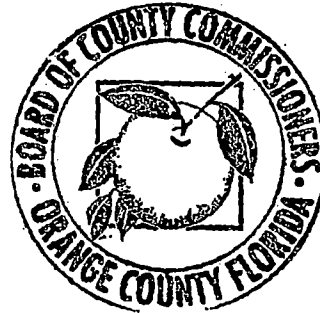
By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: FEB 23 2021

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk

Date: FEB 23 2021



UNIVERSITY OF CENTRAL FLORIDA
RESEARCH FOUNDATION, INC.

By: *Terri Bigham*
Terri Bigham, Assistant Director

Date: Feb 2, 2021

EXHIBIT A

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$630,000 for FY20-21 will be used to support an industry diversification initiative for the Central Florida region, especially to diversify from Orange County's Tourism and Hospitality dominating industry. The funding will be used to support staffing, as well as hire and retain consultants, which consists of highly skilled, experienced program and marketing managers in high-tech economic development.

The Corridor is expected to launch and maintain the following major initiatives by September 30, 2021:

- Define and establish at least two diverse industry cluster ecosystems in the Central Florida region (outside of Tourism and Hospitality) based on identifiable NAICS/SIC codes from the following 7 areas: Learning Sciences & Human Performance; Life Sciences; Gaming/Entertainment/eSports; Energy and Environmental Sciences; Meetings and Event Planning; Aerospace/Space/Defense; and Telecom. The approach would be to select clusters with overlapping technologies leading to the formation of technology and occupational clusters.
- Launch of an Online Central Florida Organizations and Fortune 500 Companies Matchmaking Tool.
- Develop a framework for a mass marketing plan and public relations campaign – global in audience – of the industry diversification initiative outcomes and cluster ecosystems.
- Develop a sustainability plan, which identifies all forms of potential private sector revenue and public sector funding, for future years of Orange County and other funding sources to support this initiative further for maintenance and new business opportunities for the region.

Note – Long-term program metrics for measuring impact to be discussed and developed alongside County staff in year two.

The Corridor staff and consultants are expected to work with County staff as well as other external partners identified by the County to plan out the public relations/marketing efforts of these FY20-21 efforts for a second year of funding. Additionally, The Corridor can expect County staff to be present at stakeholder engagement meetings and to provide communications and/or contacts to external partners who are perceived stakeholders of the various industry clusters.

Industry Diversification Specific Expectations for The Corridor Per Each Cluster Ecosystem:

- Establish database structure and populate the database with an initial 50 ecosystem stakeholders. The database will be a single source for mapping stakeholders' accolades, assets (equipment, intellectual property, etc.), capabilities, and facilities (if unique). Stakeholders from Orange County must be prioritized in engagement activities, but

additional stakeholders may be located in Brevard, Flagler, Lake, Osceola, Seminole and Volusia Counties.

- Survey identified stakeholders in order to populate the aforementioned database.
- Develop a lexicon and classification system amongst stakeholders.
- Create a website with data and graphics about the ecosystem. The website can co-exist alongside other clusters and may be a part of The Corridor’s website. Data and graphics will reflect information obtained through the survey and database and will be refreshed as the database is populated.

The Corridor’s Proposed Budget – Total: \$630,000

FY 20 -21 Budget Categories	Amount	Notes on Types of Expenses for the Category
Consultants	\$145,000	Consulting Fee
Equipment, Software & Supplies	\$5,000	Software subscriptions
Equipment, Software & Supplies	\$122,727	Software Consulting Projects
Marketing	\$100,000	Website development; collateral lay-out
Staffing	\$195,000	Program director and Corridor Management
Other Direct Costs	\$5,000	Travel, Printing
Indirect Costs	\$57,273	Indirect Rate: 10%

NO FUNDS PAID UNDER THIS AGREEMENT SHALL BE EXPENDED FOR PAYMENT OF ANY LIABILITY, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS OR COST OF ACTIONS, INCLUDING ATTORNEY’S FEES OR ATTORNEYS ON APPEAL OF ANY PROCEEDINGS OR JUDGMENTS OF ANY KIND AND NATURE.

**ORANGE COUNTY, FLORIDA
AND
UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.
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WITNESSETH:

WHEREAS, the UCFRF has applied to the County for a donation of funds for the operations of the UCFRF; and

WHEREAS, the County developed the Orange County Economic Stimulus Strategy 4.0 and appropriated funds to UCFRF to launch a program to provide education and training in entrepreneurship and business leadership for students, post-doctoral fellows, and researchers with the goal of accelerating formation and growth of startup companies based on UCF technologies (“The UCF Technology Startup Acceleration Program” or “Program”); and

WHEREAS, the County desires to enter into an agreement with the UCFRF whereby the UCFRF will receive said funds of the County in accordance with the terms and conditions herein set forth; and

WHEREAS, the County understands that UCFRF does not have employees, and that all personnel performing under this Agreement are employees or agents of UCF; and

WHEREAS, the UCF has available or will hire the necessary qualified and trained personnel, and UCFRF has available the facilities, materials and supplies to perform its obligations as set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

Section 1. County's Obligation.

1.1 The County has appropriated for the period commencing January 1, 2021 and ending September 30, 2021, the total sum of Two Hundred Thousand and 00/100 Dollars (\$200,000.00)("County Contribution") to be administered and disbursed by the UCFRF solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2021 for the designated purpose set forth in Exhibit "A", shall be returned to the County. Upon receipt of a written request from the UCFRF, the County Administrator, or designee, may grant an extension for the UCFRF to spend or encumber the County Contribution. The County Contribution shall be made in four (4) equal installments of Fifty Thousand and no/100 Dollars (\$50,000.00) on the following dates and contingent upon the County's receipt of a fully-executed Agreement, as well as an invoice, and then three (3) performance and financial reports of the UCFRF's activities/programs/services as described in Exhibit "A." Each report is due to Orange County Office of Economic, Trade & Tourism Development no later than 45 days after the end of the quarters ending March 31; June 30; and September 30 as described in Exhibit "B", attached hereto and incorporated herein by this reference. The first installment payment will be paid by the end of January 2021 or within 30 days after the execution date of this Agreement and receipt of invoice. The three remaining installment payments shall be paid within 30 days of receipt of each prior report. The first report is due no later than May 15; the second report is due by no later than August 15; and, the final report is due by no later than November 15. The final report will determine compliance for future funding. Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement.

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1.3 No funds paid under this Agreement shall be expended for payment of any liability, claims, demands, damages, expenses, fees, fines, penalties, proceedings, actions and cost of actions, including attorney's fees or attorneys on appeal of proceedings or judgments of any kind and nature.

Section 2. UCFRF's Obligation.

2.1 Representation of UCFRF. The UCFRF represents that it will use its best efforts to develop and promote small technology-focused businesses and entrepreneurs in Central Florida, which should include partnering with Orange County Economic Development and Business Development.

2.2 Intentionally Omitted.

2.3 Unlawful Discrimination. The UCFRF, in performing its obligations under this Agreement shall not unlawfully discriminate against any worker, employee, applicant or member of the public because of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin.

2.4 Accounting. The UCFRF will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles. The UCFRF agrees to submit reports to the County's Office of Management and Budget according to the terms described in Exhibit "B". Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the UCFRF to receive future contributions from the County for this effort.

2.5 Non-Profit Status. The UCFRF agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the UCFRF should, during the term of this Agreement, lose its corporate status, it shall immediately notify the County in writing, and the County reserves the right to terminate this Agreement immediately.

2.6 Right to Inspect and Audit Accounts. During the term of this Agreement, the UCFRF, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller and his staff to inspect and audit the UCFRF's books and accounts at any time during normal working hours, provided that reasonable notice is given to the UCFRF prior to any such inspection. Any costs incurred by the UCFRF as a result of a County audit shall be the sole responsibility of and shall be borne by the UCFRF. In addition, should the UCFRF provide any or all of the County's funds to sub-recipients, then, and in that event, the UCFRF shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee.

2.7 Maintenance of Records; Audit. For a period ending five (5) years after the expiration or termination of this Agreement, the UCFRF shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.

Section 3. Term and Termination.

3.1 Term and Termination. The term of this Agreement shall begin on January 1, 2021 and shall continue until September 30, 2021, unless extended by written modification to the Agreement, signed by both parties. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 4. Miscellaneous.

4.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof, shall be deemed to exist.

4.2 Independent Contractor. In the performance of all services under this Agreement, each Party shall be deemed to be, and shall be, an independent contractor. This Agreement shall not be deemed to create any other form of employment relationship or business organization between the Parties. Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not, on behalf of the other, enter into any contract, warranty or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other.

4.3 No Assignment. Neither Party may assign or transfer its rights and remedies nor transfer its obligations under this Agreement, in whole or in part, without prior written consent of the other Party. This Agreement is binding upon the Parties and their permitted successors and assigns.

4.4 Assumption of Risk. Each Party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and its officers, employees, servants, and agents thereof while acting within the scope of their employment. The County and UCFRF further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

UCFRF and UCF expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability beyond any statutory waiver. The Parties acknowledge and agree that UCFRF is a direct support organization acting on behalf of and as an instrumentality of UCF and that the cap on the amount and liability of UCFRF and UCF for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort in Florida Statute 768.28. Further, UCFRF's total liability is limited to the lesser of (i) the liability cap set forth in Florida Statute 768.28 and (ii) the policy limits of UCFRF's insurance coverage.

4.4 Limitation of Damages. In no event will either Party be responsible for any, indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, and regardless of whether a Party was advised or had reason to know of the possibility of incurring such damages in advance.

4.5 No Warranty. UCFRF AND UCF MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH REGARD TO THE RESEARCH, INTELLECTUAL PROPERTY, AND/OR PROPRIETARY MATERIALS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT COUNTY'S USE OF THE RESEARCH DELIVERABLES OR INTELLECTUAL PROPERTY WILL NOT INFRINGE ANY THIRD PARTY PATENT, COPYRIGHT, TRADEMARK, OR

OTHER THIRD PARTY RIGHTS. UCFRF AND UCF MAKE NO REPRESENTATION AS TO THE USEFULNESS OF RESEARCH DELIVERABLES, INTELLECTUAL PROPERTY, OR PROPRIETARY MATERIALS. IF COUNTY CHOOSES TO EXPLOIT RESEARCH DELIVERABLES, INTELLECTUAL PROPERTY, OR PROPRIETARY MATERIALS IN ANY MANNER WHATSOEVER, IT DOES SO AT ITS OWN RISK.

4.6 Force Majeure. No default, delay, or failure to perform on the part of either Party shall be considered a default, delay, or failure to perform hereunder, if such default, delay, or failure to perform is due to causes beyond either Party's reasonable control including, but not limited to, strike, lockouts, or inactions of governmental authorities; epidemics; war; embargoes; fire; earthquake; acts of God; or default of a common carrier. In the event of such default, delay, or failure to perform, any date or times by which either Party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay, or failure to perform.

4.7 Waivers. Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

4.8 No Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

4.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation occurring as a result of this Agreement shall be held in the Ninth Circuit Courts in and for Orange County, Florida, and shall be governed by the laws of the State of Florida.

4.10 Severability. It is agreed by and between the parties that if any covenant, condition or provision contained in this agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

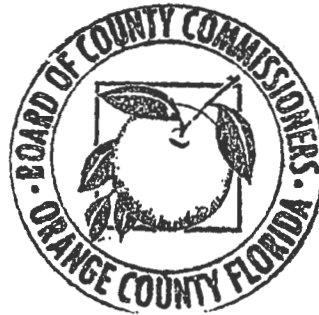
By: *Jerry L. Demings*
fd Jerry L. Demings
Orange County Mayor

Date: FEB 23 2021

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Phil Diamond*
Deputy Clerk

Date: FEB 23 2021



UNIVERSITY OF CENTRAL FLORIDA
RESEARCH FOUNDATION, INC.

By: *Terri Bigham*
Terri Bigham, Assistant Director

Date: Feb 2, 2021

EXHIBIT A

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$200,000 for FY20-21 will be used to support UCFRF's operations, which consist of highly skilled staff in providing education and mentorship in entrepreneurship for students, post-doctoral fellows, and researchers. The goal of the program will be to accelerate formation and growth of regional deep technology startup companies, the majority based on UCF technologies.

UCFRF is expected to deliver the following major initiatives by September 30:

- Recruit and host at least 20 unique participants through the UCF Technology Startup Acceleration Program or "Program" (it is recommended that participants represent different technology spin-out opportunities so that while they may be from the same Lab/Faculty Advisor, the trajectory for the potential spin-out would be separate from any other participant's)
- Participation in monthly group grantee calls with County staff, as well as in utilizing the SourceLink web resource provided by the National Entrepreneur Center and the County, and the Central Florida STEM Online Mentor Database provided by The Corridor and the County (training will be provided in monthly group grantee calls for how to access and use the online resources)
- Work with Orange County staff to investigate and prioritize technology spin-out opportunities which the County may invest in or procure; as well as work with The Corridor on the local industry cluster strategy plans complimentary to the Program's outcomes

Particular tasks agreed to be completed during the FY20-21 budget year include:

- Recruitment and selection of participants
- Provide educational programming, access to mentors/Subject Matter Experts, and continuous coaching
- Provide staffing and space for the program
- Provide impact reports to County as outlined in Exhibit B

UCFRF's Proposed Budget – Total: \$200,000

FY 20 -21 Budget Categories	Amount	Notes on Types of Expenses for the Category
Event Logistics (non-Supplies)	\$24,818.00	Facilitators; vendors; subscriptions
Equipment & Supplies	\$2,000.00	IT equipment
Marketing	\$5,000.00	Recruitment-related expenses
Staffing	\$150,000.00	Salary and fringe
Indirect Costs	\$18,182	Administrative cost

NO FUNDS PAID UNDER THIS AGREEMENT SHALL BE EXPENDED FOR PAYMENT OF ANY LIABILITY, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS OR COST OF ACTIONS, INCLUDING ATTORNEY'S FEES OR ATTORNEYS ON APPEAL OF ANY PROCEEDINGS OR JUDGMENTS OF ANY KIND AND NATURE.

**ORANGE COUNTY, FLORIDA
AND
UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.
FY 2021 GRANT AGREEMENT**

THIS AGREEMENT (“Agreement”), made and entered into this 2nd day of February 2021, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the “County” and UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC., hereinafter referred to as “UCFRF”, a direct support organization and instrumentality acting for the benefit of and on behalf of The University of Central Florida Board of Trustees (“UCF”), for the benefit of the National Entrepreneur Center (NEC).

WITNESSETH:

WHEREAS, the UCFRF has applied to the County for a donation of funds for the operations of the UCFRF; and

WHEREAS, the County developed the Orange County Economic Stimulus Strategy 4.0 and appropriated funds to UCFRF to position the NEC as the regional hub for entrepreneurial assistance through marketing, programming and resource enhancements; and

WHEREAS, the County desires to enter into an agreement with the UCFRF whereby the UCFRF will receive said funds of the County in accordance with the terms and conditions herein set forth; and

WHEREAS, the County understands that UCFRF does not have employees, and that all personnel performing under this Agreement are employees or agents of UCF; and

WHEREAS, the UCF has available or will hire the necessary qualified and trained personnel, and UCFRF has available the facilities, materials and supplies to perform its obligations as set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

Section 1. County’s Obligation.

1.1 The County has appropriated for the period commencing January 1, 2021 and ending September 30, 2021, the total sum of Three Hundred and Nineteen Thousand and 00/100 Dollars (\$319,000.00) ("County Contribution") to be administered and disbursed by the UCFRF solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2021 for the designated purpose set forth in Exhibit "A", shall be returned to the County. Upon receipt of a written request from the UCFRF, the County Administrator, or designee, may grant an extension for the UCFRF to spend or encumber the County Contribution. The County Contribution shall be made in four (4) equal installments of Seventy-nine Thousand Five Hundred and no/100 Dollars (\$79,500.00) on the following dates and contingent upon the County's receipt of a fully-executed Agreement, as well as an invoice, and then three (3) performance and financial reports of the UCFRF's activities/programs/services as described in Exhibit "A." Each report is due to Orange County Office of Economic, Trade & Tourism Development no later than 45 days after the end of the quarters ending March 31; June 30; and September 30 as described in Exhibit "B", attached hereto and incorporated herein by this reference. The first installment payment will be paid by the end of January 2021 or within 30 days after the execution date of this Agreement and receipt of invoice. The three remaining installment payments shall be paid within 30 days of receipt of each prior report. The first report is due no later than May 15; the second report is due by no later than August 15; and, the final report is due by no later than November 15. The final report will determine compliance for future funding. Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement.

1.2 No funds paid under this Agreement shall be expended for any lobbyist, as such term is defined in section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County.

1.3 No funds paid under this Agreement shall be expended for payment of any liability, claims, demands, damages, expenses, fees, fines, penalties, proceedings, actions and cost of actions, including attorney's fees or attorneys on appeal of proceedings or judgments of any kind and nature.

Section 2. UCFRF's Obligation.

2.1 Representation of UCFRF. The UCFRF represents that it will use its best efforts to develop and promote small business and entrepreneurs in Central Florida, which should include partnering with Orange County Economic Development and Business Development.

2.2 Intentionally Omitted.

2.3 Unlawful Discrimination. The UCFRF, in performing its obligations under this Agreement shall not unlawfully discriminate against any worker, employee, applicant or member of the public because of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin.

2.4 Accounting. The UCFRF will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles. The UCFRF agrees to submit reports to the County's Office of Management and Budget according to the terms described in Exhibit "B". Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the UCFRF to receive future contributions from the County for this effort.

2.5 Non-Profit Status. The UCFRF agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the UCFRF should, during the term of this Agreement, lose its corporate status, it shall immediately notify the County in writing, and the County reserves the right to terminate this Agreement immediately.

2.6 Right to Inspect and Audit Accounts. During the term of this Agreement, the UCFRF, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller and his staff to inspect and audit the UCFRF's books and accounts at any time during normal working hours, provided that reasonable notice is given to the UCFRF prior to any such inspection. Any costs incurred by the UCFRF as a result of a County audit shall be the sole responsibility of and shall be borne by the UCFRF. In addition, should the UCFRF provide any or all of the County's funds to sub-recipients, then, and in that event, the UCFRF shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee.

2.7 Maintenance of Records; Audit. For a period ending five (5) years after the expiration or termination of this Agreement, the UCFRF shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.

Section 3. Term and Termination.

3.1 Term and Termination. The term of this Agreement shall begin on January 1, 2021 and shall continue until September 30, 2021, unless extended by written modification to the Agreement, signed by both parties. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 4. Miscellaneous.

4.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof, shall be deemed to exist.

4.2 Independent Contractor. In the performance of all services under this Agreement, each Party shall be deemed to be, and shall be, an independent contractor. This Agreement shall not be deemed to create any other form of employment relationship or business organization between the Parties. Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not, on behalf of the other, enter into any contract, warranty or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other.

4.3 No Assignment. Neither Party may assign or transfer its rights and remedies nor transfer its obligations under this Agreement, in whole or in part, without prior written consent of the other Party. This Agreement is binding upon the Parties and their permitted successors and assigns.

4.4 Assumption of Risk. Each Party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and its officers, employees, servants, and agents thereof while acting within the scope of their employment. The County and UCFRF further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

UCFRF and UCF expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability beyond any statutory waiver. The Parties acknowledge and agree that UCFRF is a direct support organization acting on behalf of and as an instrumentality of UCF and that the cap on the amount and liability of UCFRF and UCF for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort in Florida Statute 768.28. Further, UCFRF's total liability is limited to the lesser of (i) the liability cap set forth in Florida Statute 768.28 and (ii) the policy limits of UCFRF's insurance coverage.

4.4 Limitation of Damages. In no event will either Party be responsible for any, indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, and regardless of whether a Party was advised or had reason to know of the possibility of incurring such damages in advance.

4.5 No Warranty. UCFRF AND UCF MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH REGARD TO THE RESEARCH, INTELLECTUAL PROPERTY, AND/OR PROPRIETARY MATERIALS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT COUNTY'S USE OF THE RESEARCH DELIVERABLES OR INTELLECTUAL PROPERTY WILL NOT INFRINGE ANY THIRD PARTY PATENT, COPYRIGHT, TRADEMARK, OR

OTHER THIRD PARTY RIGHTS. UCFRF AND UCF MAKE NO REPRESENTATION AS TO THE USEFULNESS OF RESEARCH DELIVERABLES, INTELLECTUAL PROPERTY, OR PROPRIETARY MATERIALS. IF COUNTY CHOOSES TO EXPLOIT RESEARCH DELIVERABLES, INTELLECTUAL PROPERTY, OR PROPRIETARY MATERIALS IN ANY MANNER WHATSOEVER, IT DOES SO AT ITS OWN RISK.

4.6 Force Majeure. No default, delay, or failure to perform on the part of either Party shall be considered a default, delay, or failure to perform hereunder, if such default, delay, or failure to perform is due to causes beyond either Party's reasonable control including, but not limited to, strike, lockouts, or inactions of governmental authorities; epidemics; war; embargoes; fire; earthquake; acts of God; or default of a common carrier. In the event of such default, delay, or failure to perform, any date or times by which either Party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay, or failure to perform.

4.7 Waivers. Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

4.8 No Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

4.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation occurring as a result of this Agreement shall be held in the Ninth Circuit Courts in and for Orange County, Florida, and shall be governed by the laws of the State of Florida.

4.10 Severability. It is agreed by and between the parties that if any covenant, condition or provision contained in this agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below.

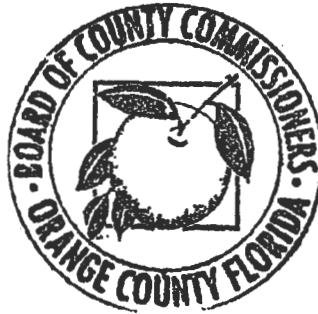
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: Raymond B. Bwalya
for Jerry L. Demings
Orange County Mayor
Date: FEB 23 2021

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: Katie Smith
Deputy Clerk

Date: FEB 23 2021



UNIVERSITY OF CENTRAL FLORIDA
RESEARCH FOUNDATION, INC.

By: Terri Bigham
Terri Bigham, Assistant Director

Date: FEB 11, 2021

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$319,000 for FY20-21 will be used to support NEC's operations, which consist of highly skilled staff in training, event hosting, and other support services for entrepreneur-serving organizations (resource partners).

NEC is expected to deliver the following major initiatives by September 30:

- Facilitate and coordinate efforts to accelerate small business recovery from the Covid19 pandemic via scaling existing online educational training as well as providing new place-based, targeted education and technical assistance services in parts of the County most economically devastated
- Launch and maintain the SourceLink program to improve community connections
- Assist in the implementation of "311 for Business"
- Participation in monthly group grantee calls with County staff, as well as in coaching grantees on the SourceLink web resource
- Partner with Orange County and other external organizations on promotion of, or connectivity to other programs within the local entrepreneur-supporting ecosystem

Particular initiatives and their details, agreed to be completed during the FY20-21 budget year include:

1) Place-based Programming

In consultation with stakeholders and community partners the NEC will develop and deliver place-based programming to be delivered quarterly throughout the County's Community Action Centers. This educational programming will be done in conjunction with various resource partners of the National Entrepreneur Center. The program will deliver relevant and practical programming to the identified communities. Programs could be a one-time educational seminar or multi-session educational program which will be determined based on the current needs within the community. Topics could include but are not limited to financial literacy for small business, preparing company financial documents, start-up basics, access to capital, marketing & sales, entrepreneurship, etc.

- *National Entrepreneur Center - Targeted Training for Underserved Communities Potential Partners: African American Chamber of Commerce, Urban League, BBIF, or National Black MBA of Central FL.*
- *National Entrepreneur Center - Targeted Training for Underserved Hispanic Community Potential Partner: Prospera, Hispanic Chamber, & SCORE Orlando*
- *National Entrepreneur Center - Targeted Training for Veterans Potential Partner: Veteran Entrepreneurs Initiative, SCORE Orlando, Florida Vets, UCF*
- *National Entrepreneur Center - Targeted Training for Women*

Entrepreneurs Potential Partners: AthenaLink/Rollins, NAWBO, SBA, SCORE Orlando

2) Development of “311 for Business”

The National Entrepreneur Center will work in conjunction with Orange County’s economic development department and other Economic Development Organizations to develop a training guide for use by Orange County’s 311 service operators. The goal of this service is to improve efficiency in directing small business owners and entrepreneurs to available resources for assistance. The NEC team will also identify the relevant business resources available throughout the region to assist in developing a source matrix to assist 311 operators in routing callers.

- *National Entrepreneur Center – Training Guide, Resource Matrix
Proposed Partners: NEC Resource Partners, Various Community Organizations*

3) Implement and Maintain SourceLink

On behalf of Orange County, the NEC will procure and manage the implementation of “SourceLink” which will assist the Central Florida entrepreneurs in identifying and connecting with available resources. This technology will also provide data on the usage and engagement of community resources. The NEC’s management team will manage implementation of technology to streamline access to local resources that can help entrepreneurs thrive. Implementation will require the addition of a program coordinator to the NEC staff to oversee the successful implementation of this program. The NEC staff will work closely with Orange County staff to complete the implementation of this initiative. It is expected that a minimum of 50 organizations are mapped and placed in the system when the software is launched. Orange County shall assist NEC in recruiting and securing economic development organization’s participation and assistance in marketing and promotion of SourceLink initiative to ensure community engagement and participation.

- *National Entrepreneur Center – Implementation of SourceLink Platform*

4) NEC Online

The Covid-19 pandemic and the economic shut-down produced unprecedented economic times where our small business community came to rely on the support of the National Entrepreneur Center and its 14 resource partners more than ever. Moreover, our resident non-profit resource partners, (who are all 501c3 or 501c6 organizations) who provide the direct support to those struggling businesses, began to struggle financially themselves.

Each Resource Partner of the NEC pivoted to providing coaching sessions, webinars and meetings via Zoom to continue servicing the ongoing demands of our small businesses. In June, with funding support from the Wells Fargo Foundation, and the New York based Lonely Entrepreneur (TLE), the National Entrepreneur Center launched NEC-Online, an online learning platform to provide remote access to business education and weekly coaching session through the TLE organization.

This partnership enabled the NEC to quickly provide online access to a library of 300 business training modules, 24 hours a day / 7 days a week. Today we are engaging over 600 entrepreneurs on the platform at no charge because of the generous sponsorship of Wells Fargo and the willing partnership of TLE. This proposal will assist in continuing free access to this valuable tool for our business community. This program requires additional marketing, promotion, and advertising to increase awareness and continued engagement of the platform. This will require funding for dedicated marketing, additional advertising, continued promotional activities, and NEC staff support. It is expected for at least another 1,000 new users from Orange County to be added /access the system at no cost.

*-National Entrepreneur Center – Increased engagement with NEC Online
Proposed Partners, NEC Resource Partners, Orange County, TLE,
Community Resource Partners*

NEC's Proposed Budget – Total: \$319,000

PI Name: Jerome P. Ross
 Agency: Orange County Intema. Budget:
 Proposal Title: 2020-2021 Stimulus 4.0
 Project Dates: 1/1/2021 - 9/30/2021

Program: NEC

Budget Cost Category	RATE	Funds Requested	
		Year 1	Total Project
A. Direct Labor - Key Personnel			
Jerome Ross	25%	\$ 24,752	
Julie Matthews	20.5%	\$ 13,758	
Lisa Busto (OPS)	40%	\$ 9,866	
Daisy Camacho	20%	\$ 5,526	
		\$ -	
Subtotal Salary		\$ 53,901	\$ 53,901
Direct Labor - Other Personnel			
Kristyan Petkov OPS	40%	\$ 4,698	
TBD Projector Manager OPS	100%	\$ 52,500	
		\$ -	
		\$ -	
Subtotal OPS		\$ 57,198	\$ 57,198
B. Fringe Benefits			
OPS	12.00%	\$ 8,048	
A&P	36.00%	\$ 15,853	
Subtotal Fringe		\$ 23,900	\$ 23,900
Total Labor Costs (A+B)		\$ 135,000	\$ 135,000
C. Direct Costs - Equipment			
		\$ -	\$ -
D. Direct Costs - Travel			
Domestic Travel		\$ -	
Foreign Travel		\$ -	
Total Travel Costs		\$ -	\$ -
F. Other Direct Costs			
Sourcelink		\$ 90,000	
Instructor's fee for Place-based Programming		\$ 50,000	
NEC Online		\$ 15,000	
Other		\$ -	
Total Other Direct Costs		\$ 155,000	\$ 155,000
G. Total Direct Costs (A+B+C+D+E+F)		\$ 290,000	\$ 290,000
Modified Total Direct Costs		\$ 290,000	\$ 290,000
H. Indirect Costs	10%	\$ 29,000	\$ 29,000
I. Total Direct and Indirect Costs (G+H)		\$ 319,000	\$ 319,000
TOTAL CUMULATIVE BUDGET			\$ 319,000

NO FUNDS PAID UNDER THIS AGREEMENT SHALL BE EXPENDED FOR PAYMENT OF ANY LIABILITY, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS OR COST OF ACTIONS, INCLUDING ATTORNEY'S FEES OR ATTORNEYS ON APPEAL OF ANY PROCEEDINGS OR JUDGMENTS OF ANY KIND AND NATURE.

EXHIBIT B

The following reports are to be submitted to the Office Economic, Trade & Tourism Development as indicated:

1) Within 45 days of the end of the quarter, NEC shall provide the County with a copy of its quarterly performance and financial reports of the agency's activities/programs/services. Quarterly reporting periods shall end on March 31, June 30 and September 30.

Quarter	Reports Due (no later than)	Payment Due to NEC
First (1 st)	May 15	Within 30 days of receipt of first quarter report
Second (2 nd)	August 15	Within 30 days of receipt of second quarter report
Third (3 rd)	November 15	Within 30 days of receipt of third quarter report

Within each quarterly report, the following information needs to be included as it pertains to the deliverables outlined above:

- Brief summary of the progress of each place-based program offering especially topics of educational offerings, number of unique participants in any program, and total number of participants in each offering; additionally, provide % of low/medium income/vulnerable population residents served by programs/resource partners based in the following zip codes:
- Updated listing of new unique clients across all place based programs - information provided can be in a table format and must be at least: name of company, address of company, type of corporation (i.e. Sole Proprietorship vs. LLC, etc.), major industry company sells to (recommend also providing NAICs and NIGP codes), demographic information including gender and race/ethnicity, whether they are participating in another NEC program, and potential opportunities/synergies for the company to work with the County (can be short summaries); if the participant is an individual and not incorporated, please briefly explain why they are not incorporated by creating an additional column named "Notes"
- For 311 for Business, and in partnership with the County's 311 Department, provide the total number of calls, total number of unique residents/business served, provide a list of the topics and/or questions most frequently brought up, provide a list of the NEC resource partners or resources most requested or connected to, and the total number of connections to NEC resources made for callers and the NEC's network.
- When the SourceLink website goes live, if available, provide the outreach analytics report provided by the back end system

For the final report, the following is also needed:

- Number of unique, as well as total participants in each program
- Cumulative listing of every participant across all the programs up until September 30 – adding a progress column to the quarterly provided progress report table which provides any of the following for that organization: 1) total dollar amount of revenues/contracts obtained during the work period; 2) total dollar amount of grants obtained during the work period as well as total dollar amount of grants/contracts pursued; 3) total number of customer and/or partner connections made by NEC for client as well as who clients were introduced to; 4) number of mentors connected to organization and any resulting outcomes from mentorship; 5) whether Small Business Administration certifications were obtained as a result of the programs and which ones were obtained; and 6) any other notable progress metrics and/or anecdotes indicating participant's growth as a result of the program. UCFRF represents that it will use its best effort to obtain client impact data.
- A brief summary of each entrepreneur serving organization engaged in the SourceLink and 311 initiatives, especially capturing 1) any entrepreneur engagement increases/decreases in utilization of services; 2) any resulting sponsorships or other revenue to sustain their organization; 3) any connections to resources or partners which assist with their operations; or any notable anecdotes of how the concerted effort of streamlined, centralized marketing has improved or helped with their operations.
- A list of all the entrepreneur serving organizations featured on the SourceLink website
- Total cumulative list of new NEC Online users; as well as NEC Online usage analytics overall; also provide some anecdotes of users who successfully were able to deploy their education into tangible results for their business

A presentation to County staff will also be required to discuss through the final report.

2) Within 30 days of its release, NEC shall provide the County with a copy of its annual financial report, external audit reports, and any performance or statistical data requested by Orange County.

Reports and Communications to the COUNTY:

Orange County. Office of Economic, Trade & Tourism Development
ATTN: Eric Ushkowitz, Economic Development Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32802
Phone: (407) 836-7370
Fax: (407) 836-7399

Reports and Communications to NEC:

NEC
ATTN: Jerome Ross, President
3201 E. Colonia Drive, Suite A20
Orlando, Florida 32803
Phone: 407-420-4848
EMAIL: jerry@nationalec.org

BCC Mtg. Date: February 23, 2021

**ORANGE COUNTY, FLORIDA
AND
BLACK ORLANDO TECH**

FY 2021 GRANT AGREEMENT

FEB 23 2021

THIS AGREEMENT ("Agreement"), made and entered into this <#> day of January 2021, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and Black Orlando Tech hereinafter referred to as the "BOT".

WITNESSETH:

WHEREAS, the BOT has applied to the County for a donation of funds for the operations of the BOT; and

WHEREAS, the County developed the Orange County Economic Stimulus Strategy 4.0 and appropriated funds to Black Orlando Tech to launch a program to provide education and training in entrepreneurship and business leadership for minority business owners, and has determined that there is a public interest for such activities/programs in order to support existing small businesses and residents desiring to start a business venture in Central Florida through education, mentorship, investment pursuits and other activities conducive to Orange County's economy and, to that end, the County has appropriated funds to be donated to the BOT for such purposes; and

WHEREAS, the County desires to enter into an agreement with the BOT whereby the BOT will receive said funds of the County in accordance with the terms and conditions herein set forth; and

WHEREAS, the BOT has available the necessary qualified and trained personnel, facilities, materials and supplies to perform its obligations as set forth in this Agreement.

Now THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

Section 1. County's Obligation.

1.1 The County has appropriated for the period commencing October 1, 2020 and ending September 30, 2021, the total sum of Three Hundred and Ten Thousand and Eight Hundred Thirty Seven Dollars and no/100 Dollars (\$310,837 .00) ("County Contribution") to be administered and disbursed by the BOT solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2021 for the designated purpose set forth in

Exhibit "A", shall be returned to the County. Upon receipt of a written request from the BOT, the County Administrator, or designee, may grant an extension for the BOT to spend or encumber the County Contribution. The County Contribution \$310,837 to BOT shall be made in four (4) equal installments of Seventy Seven Thousand Seven Hundred and Nine Dollars and 25/100 Dollars (\$77,709.25) on the following dates and contingent upon the satisfactory County's receipt of a fully-executed Agreement, as well as an invoice, and then three (3) quarterly performance and financial reports of the BOT's activities/programs/services as described in Exhibit "A." Each report is due to Orange County Office of Economic, Trade & Tourism Development no later than 45 days after the end of the quarters ending March 31; June 30; and September 30 as described in Exhibit "B", attached hereto and incorporated herein by this reference. The first installment payment will be paid by the end of October or within 30 days after the execution date of this Agreement and receipt of invoice. The three remaining installment payments shall be paid within 30 days of receipt of each prior report. The first report is due no later than May 15; the second report is due by no later than August 15; and, the final report is due by no later than November 15. The final report will determine compliance for future funding. Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement, and may result in the ineligibility of the BOT to receive future contributions from the County.

1.2 No funds paid under this Agreement shall be expended for any lobbyist, as such term is defined in section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County.

Furthermore, BOT agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature in order to advocate for or influence legislative decision making inconsistent with legislative priorities adopted by the Board of County Commissioners, without the prior written consent of the Board or the County Administrator.

1.3 No funds paid under this Agreement shall be expended for payment of any liability, claims, demands, damages, expenses, fees, fines, penalties, proceedings, actions and cost of actions, including attorney's fees or attorneys on appeal of proceedings or judgments of any kind and nature.

Section 2. BOT's Obligation.

2.1 Representation of BOT. The BOT represents that it will use its best efforts to develop and promote small businesses and entrepreneurs in Central Florida, which should include partnering with Orange County Economic Development and Business Development.

2.2 BOT as Independent Contractor. The parties expressly acknowledge that the BOT is acting as an Independent Contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties.

2.3 Unlawful Discrimination. The BOT, in performing its obligations under this Agreement shall not unlawfully discriminate against any worker, employee, applicant or member of the public because of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin.

2.4 Accounting. The BOT will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles. The BOT agrees to submit reports to the County's Office of Management and Budget according to the terms described in Exhibit "B". Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the BOT to receive future contributions from the County.

2.5 Non-Profit Status. The BOT agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the BOT should, during the term of this Agreement, lose its corporate status, it shall immediately notify the County in writing, and the County reserves the right to terminate this Agreement immediately.

2.6 Right to Inspect and Audit Accounts. During the term of this Agreement, the BOT, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller and his staff to inspect and audit the BOT's books and accounts at any time during normal working hours, provided that reasonable notice is given to the BOT prior to any such inspection. Any costs incurred by the BOT as a result of a County audit shall be the sole responsibility of and shall be borne by the BOT. In addition, should the BOT provide any or all of the County's funds to sub-recipients, then, and in that event, the BOT shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee.

2.7 Maintenance of Records; Audit. For a period ending five (5) years after the expiration or termination of this Agreement, the BOT shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.**2.8 Assignment.** The BOT may not assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.

2.9 Indemnification. The BOT agrees to indemnify and save harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, attorneys on appeal of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement itself.

Section 3. Term and Termination.

3.1 Term and Termination. The term of this Agreement shall begin on January 1, 2021 and shall continue until September 30, 2021, unless extended by written

modification to the Agreement, signed by both parties. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 4. Miscellaneous.

4.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof, shall be deemed to exist.

4.2 Waivers. Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

4.3 No Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

4.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation occurring as a result of this Agreement shall be held in the Ninth Circuit Courts in and for Orange County, Florida, and shall be governed by the laws of the State of Florida.

4.5 Severability. It is agreed by and between the parties that if any covenant, condition or provision contained in this agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*

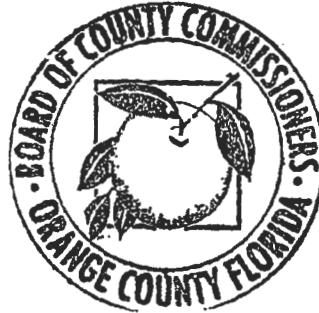
for Jerry L. Demings
Orange County Mayor

Date: FEB 23 2021

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Fried*
Deputy Clerk

Date: FEB 23 2021



Black Orlando Tech

Rose LeJiste

By: *Tiffany Spencer*
Rose LeJiste, Executive Director
Tiffany Spencer, Programs Director

Date: 2/5/2021

EXHIBIT A

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$262,337 for FY20-21 will be used to support BOT's operations, which consist of highly skilled staff in technical assistance provision. The following initiatives are intended to support minority entrepreneurs unless written otherwise. It is expected that BOT offerings are in English, and not to overlap in technical assistance services provided by Prospera or the Hispanic Chamber of Commerce.

BOT is expected to deliver the following major initiatives by September 30:

- Recruit and host at least 100 participants through three minority entrepreneur-serving programs: Black Orlando Tech's Tech Startup Series; Tech Startup Series- Creative Services Track; and Forward Cities Co-Leadership Initiative
- Participation in monthly group grantee calls with County staff, as well as in utilizing the SourceLink web resource provided by the National Entrepreneur Center and the County, as well as Central Florida STEM Mentor Online Database and Technology Matchmaking Online Tool (training will be provided in monthly group grantee calls for how to access and use these resources)
- Work with Orange County staff within the Business Development Office to align Forward City membership and engagement outcomes to improve procurement processes for, while increasing business transaction metrics between, the County and minority small business vendors; includes collaboration with County on strategic planning and deployment of outcomes from the County-led Disparity Report into the local community
- Collaborate with Orange County external partners to evaluate practices of and increase local small business minority vendor engagement through private sector supplier diversity initiatives

Particular tasks agreed to be completed during the FY20-21 budget year include:

- Recruitment and screening of applicants
- Overseeing the selection process of program applicants across the two technical assistance programs
- Overseeing the Forward City membership for the region as well as any coordination of membership engagement, including recruitment of community stakeholders and marketing events; must also meet with County staff at least once a month to collaborate on Forward City efforts
- Provide at least 5 workshops/training courses per cohort across a variety of business acumen, technical, and/or founder support topics; for creative services program, BOT will consult with best-in-practice experts around the US to provide unique programming focused on retail, e-commerce, and production methods apropos of creative service businesses
- Provide Continuous Coaching and Mentoring Programming
- Provide marketing and networking events
- Provide staffing and space for the programs

- Host at least 1 pitch competition to promote all participants in any program or cohort (either live or virtually)
- Provide impact reports to County as outlined in Appendix B

BOT's Proposed Budget – Total: \$310,837

FY 20 -21 Budget Categories – Forward Cities Initiative	Amount	Notes on Types of Expenses for the Category
Personnel & Benefits	\$60,600.00	60% of Executive Director's Time; Programs Director – 40%
Printing & Publications	\$2,000.00	Targeted marketing
Conferences & Meetings	\$3,600.00	24 BOT-hosted Workshops/Meetings
Membership in Forward Cities	\$108,500.00	Top-tier membership
Tech Startup Series (including Creative Track)		
Personnel & Benefits	\$58,400.00	40% of Executive Director's Time; Programs Director – 60%
Printing & Publications	\$2,000.00	Targeted marketing campaigns for two different demographics – tech and creative services
Conferences & Meetings	\$4,000.00	20 BOT-hosted Workshops/Meetings
Consulting & Professional Fees	\$5,000.00	20 Arranged Expert Speaker Stipends
Materials & Supplies	\$10,000.00	100 Participant Packages/Workbooks
Software Licenses	\$10,000.00	Learning Management System; Pitch Competition platform
General Operations		
Consulting & Professional Fees	\$25,000.00	
Printing & Publications	\$2,500.00	General BOT marketing and event promotions
Indirect Costs	\$13,237.00	Indirect Rate: 6.5%
Other	\$6,000.00	Legal Services & Liability Insurance

NO FUNDS PAID UNDER THIS AGREEMENT SHALL BE EXPENDED FOR PAYMENT OF ANY LIABILITY, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS OR COST OF ACTIONS, INCLUDING ATTORNEY'S FEES OR ATTORNEYS ON APPEAL OF ANY PROCEEDINGS OR JUDGMENTS OF ANY KIND AND NATURE.

EXHIBIT B

The following reports are to be submitted to the Office Economic, Trade & Tourism Development as indicated:

1) Within 45 days of the end of the quarter, BOT shall provide the County with a copy of its quarterly performance and financial reports of the agency's activities/programs/services. Quarterly reporting periods shall end on March 31, June 30 and September 30.

Quarter	Reports Due (no later than)	Payment Due to BOT
First (1 st)	May 15	Within 30 days of receipt of first quarter report or by March 15
Second (2 nd)	August 15	Within 30 days of receipt of second quarter report or by June 15
Third (3 rd)	November 15	Within 30 days of receipt of third quarter report or by September 15

Within each quarterly report, the following information needs to be included as it pertains to the deliverables outlined above:

- Brief summary of the progress of the two technical assistance programs, especially topics shared in each cohort and number of unique attendees as well as total attendee numbers for each cohort
- Updated listing of new clients across these programs - information provided can be in a table format and must be at least: name of company, address of company, type of corporation (i.e. Sole Proprietorship vs. LLC, etc.), major industry company sells to (recommend also providing NAICs and NIGP codes), if a creative product/service provide a brief summary of what is sold, demographic information including gender and race/ethnicity, and potential opportunities/synergies for the company to work with the County (can be short summaries); if the participant is an individual and not incorporated, please briefly explain why they are not incorporated by creating an additional column named "Notes"
- Brief progress summary on the Forward Cities membership and engagement including how many meetings took place; whether external partners were engaged and who they are (organization name, contact information, brief note on interest in engagement with minority-business programs); brief summaries of outcomes from every major community engagement meeting; and any recommendations for the County to consider in moving forward with minority-vendor or community supporting functions

For the final report, the following is also needed:

- Number of unique, as well as total participants in each technical assistance programs
- Cumulative listing of every participant across the programs up until September 30 – adding a progress column to the quarterly provided progress report table which provides any of

the following for that organization: 1) total dollar amount of revenues/contracts obtained during the work period; 2) total dollar amount of grants obtained during the work period as well as total dollar amount of grants/contracts pursued; 3) total number of customer and/or partner connections made by BOT for client as well as who clients were introduced to; 4) whether Small Business Administration certifications or other designations were obtained as a result of the programs and which ones were obtained; 5) number of engagements with new supplier diversity programs; and 6) any other notable progress metrics and/or anecdotes indicating participant's growth as a result of the program.

- Summary report of Pitch Competition including all participant feedback like strengths or weaknesses assessed by judges, ranking outcomes, and any metrics describing the outreach/impact of the Competition such as number of audience attendees; number of unique organizations judging or engaged otherwise; amount of prize funding raised; etc.
- Summary report on Forward Cities membership findings/recommendations; a comprehensive list of any external organizations who participated and level of engagement proposed to future initiatives, etc.

A presentation to County staff will also be required to discuss through the final report.

2) Within 30 days of its release, BOT shall provide the County with a copy of its annual financial report, external audit reports, and any performance or statistical data requested by Orange County.

Reports and Communications to the COUNTY:

Orange County, Office of Economic, Trade & Tourism Development
ATTN: Eric Ushkowitz, Economic Development Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32802
Phone: (407) 836-7370
Fax: (407) 836-7399

Reports and Communications to BOT:

Black Orlando Tech
ATTN: Rose LeJiste, Executive Director
Tiffany Spencer, Programs Director
1001 N Orange Ave
Orlando, Florida 32801
Phone: (407) 244-0210
FAX: <FAX NUMBER>

BCC Mtg. Date: February 23, 2021

**ORANGE COUNTY, FLORIDA
AND
CFF I, LLC**

FY 2021 GRANT AGREEMENT

FEB 23 2021

THIS AGREEMENT ("Agreement"), made and entered into this <#> day of January 2021, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and CFF I, LLC hereinafter referred to as the "RALLY".

WITNESSETH:

WHEREAS, the RALLY has applied to the County for a donation of funds for the operations of the RALLY; and

WHEREAS, the County developed the Orange County Economic Stimulus Strategy 4.0 and appropriated funds to RALLY to launch a program to provide education and training in entrepreneurship and business leadership for minority business owners, and has determined that there is a public interest for such activities/programs in order to support existing small businesses and residents desiring to start a business venture in Central Florida through education, mentorship, investment pursuits and other activities conducive to Orange County's economy and, to that end, the County has appropriated funds to be donated to the RALLY for such purposes; and

WHEREAS, the County desires to enter into an agreement with the RALLY whereby the RALLY will receive said funds of the County in accordance with the terms and conditions herein set forth; and

WHEREAS, the RALLY has available the necessary qualified and trained personnel, facilities, materials and supplies to perform its obligations as set forth in this Agreement.

Now THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

Section 1. County's Obligation.

1.1 The County has appropriated for the period commencing October 1, 2020 and ending September 30, 2021, the total sum of One Hundred Thousand and 0/100 Dollars (\$100,000.00) ("County Contribution") to be administered and disbursed by the RALLY solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2021 for the designated purpose set forth in Exhibit "A", shall be returned to the County. Upon receipt

of a written request from the RALLY , the County Administrator, or designee, may grant an extension for the RALLY to spend or encumber the County Contribution. The County Contribution \$100,000.00 to RALLY shall be made in four (4) equal installments of Twenty-Five Thousand and no/100 Dollars (\$25,000.00) on the following dates and contingent upon the satisfactory County's receipt of a fully-executed Agreement, as well as an invoice, and then three (3) quarterly performance and financial reports of the RALLY's activities/programs/services as described in Exhibit "A." Each report is due to Orange County Office of Economic, Trade & Tourism Development no later than 45 days after the end of the quarters ending March 31; June 30; and September 30 as described in Exhibit "B", attached hereto and incorporated herein by this reference. The first installment payment will be paid by the end of October or within 30 days after the execution date of this Agreement and receipt of invoice. The three remaining installment payments shall be paid within 30 days of receipt of each prior report. The first report is due no later than May 15; the second report is due by no later than August 15; and, the final report is due by no later than November 15. The final report will determine compliance for future funding. Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement, and may result in the ineligibility of the RALLY to receive future contributions from the County.

1.2 No funds paid under this Agreement shall be expended for any lobbyist, as such term is defined in section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County.

Furthermore, RALLY agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature in order to advocate for or influence legislative decision making inconsistent with legislative priorities adopted by the Board of County Commissioners, without the prior written consent of the Board or the County Administrator.

1.3 No funds paid under this Agreement shall be expended for payment of any liability, claims, demands, damages, expenses, fees, fines, penalties, proceedings, actions and cost of actions, including attorney's fees or attorneys on appeal of proceedings or judgments of any kind and nature.

Section 2. RALLY's Obligation.

2.1 Representation of RALLY. The RALLY represents that it will use its best efforts to develop and promote small businesses and entrepreneurs in Central Florida, which should include partnering with Orange County Economic Development and Business Development.

2.2 RALLY as Independent Contractor. The parties expressly acknowledge that the RALLY is acting as an Independent Contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties.

2.3 Unlawful Discrimination. The RALLY, in performing its obligations under this Agreement shall not unlawfully discriminate against any worker, employee, applicant or member of the public because of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin.

2.4 Accounting. The RALLY will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles. The RALLY agrees to submit reports to the County's Office of Management and Budget according to the terms described in Exhibit "B". Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the RALLY to receive future contributions from the County.

2.5 Non-Profit Status. The RALLY agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the RALLY should, during the term of this Agreement, lose its corporate status, it shall immediately notify the County in writing, and the County reserves the right to terminate this Agreement immediately.

2.6 Right to Inspect and Audit Accounts. During the term of this Agreement, the RALLY, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller and his staff to inspect and audit the RALLY's books and accounts at any time during normal working hours, provided that reasonable notice is given to the RALLY prior to any such inspection. Any costs incurred by the RALLY as a result of a County audit shall be the sole responsibility of and shall be borne by the RALLY. In addition, should the RALLY provide any or all of the County's funds to sub-recipients, then, and in that event, the RALLY shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee.

2.7 Maintenance of Records; Audit. For a period ending five (5) years after the expiration or termination of this Agreement, the RALLY shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.
2.8 Assignment. The RALLY may not assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.

2.9 Indemnification. The RALLY agrees to indemnify and save harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, attorneys on appeal of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement itself.

Section 3. Term and Termination.

3.1 Term and Termination. The term of this Agreement shall begin on January 1, 2021 and shall continue until September 30, 2021, unless extended by written modification

to the Agreement, signed by both parties. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 4. Miscellaneous.

4.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof, shall be deemed to exist.

4.2 Waivers. Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

4.3 No Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

4.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation occurring as a result of this Agreement shall be held in the Ninth Circuit Courts in and for Orange County, Florida, and shall be governed by the laws of the State of Florida.

4.5 Severability. It is agreed by and between the parties that if any covenant, condition or provision contained in this agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

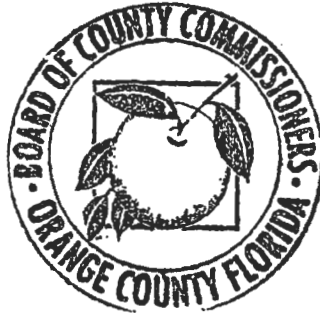
By: *Jerry L. Demings*
Jerry L. Demings
for Orange County Mayor

Date: FEB 23 2021

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk

Date: FEB 23 2021



CFF I, LLC

By: *Robert Panepinto*
Robert Panepinto, Board Chair/CEO

Date: 2/4/21

EXHIBIT A

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$100,000 for FY20-21 will be used to support Rally's operations, which consist of highly skilled staff in technical assistance provision to social enterprises and residents aspiring to be local founders.

RALLY is expected to deliver the following major initiatives by September 30:

- Recruit and host at least two cohorts of social entrepreneurs (supporting at least 15 unique entrepreneurs) through their accelerator program
- Partner with Orange County and other external organizations on identifying Central Florida community-specific social issues for Rally participants to engage in solution development for as part of their incorporation's mission; as well as assist with promotion of, or connectivity to other programs within the local entrepreneur-supporting ecosystem
- Participation in monthly group grantee calls with County staff, as well as in utilizing the SourceLink web resource provided by the National Entrepreneur Center and the County, as well as Central Florida STEM Mentor Online Database (training will be provided in monthly group grantee calls for how to access and use this resource)

Particular tasks agreed to be completed during the FY20-21 budget year for the Rally accelerator program include:

- Recruitment and screening of applicants
- Overseeing the selection process of program applicants
- Provide coaching, mentorship, and educational programming
- Provide staffing and space for the programs
- Provide impact reports to County as outlined in Appendix B
- Support County and other partners in ecosystem metrics planning, especially regarding social enterprises and/or in connectivity to the region's use of the UN's Sustainable Development Goal indicators

RALLY's Proposed Budget – Total: \$100,000

FY 20 -21 Budget Categories	Budget	Uses of Funds
Program Administration	\$45,000	This would cover organization and execution of all aspects of the program including event schedule and details, calendar coordination for entrepreneurs and strategists, marketing execution and online management.

Subject Matter Support	\$25,000	In the course of the program fellows periodically need specific targeted help with a marketing campaign or impact metric creation or graphic design. Rally is building simple contract relationships with specialists excited about working with our Fellows.
Rally Maker Roundtable	\$30,000	This would allow us to host a half-day event that targets specific problems. Convening our Rally Makers, subject matter experts, and other key stakeholders county staff may select; we walk through a human-centered-design approach to problem solving and conclude by constructing the skeleton of a social lean canvas (the beginning of a potential social enterprise).
Total	\$100,000	

NO FUNDS PAID UNDER THIS AGREEMENT SHALL BE EXPENDED FOR PAYMENT OF ANY LIABILITY, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS OR COST OF ACTIONS, INCLUDING ATTORNEY'S FEES OR ATTORNEYS ON APPEAL OF ANY PROCEEDINGS OR JUDGMENTS OF ANY KIND AND NATURE.

EXHIBIT B

The following reports are to be submitted to the Office Economic, Trade & Tourism Development as indicated:

1) Within 45 days of the end of the quarter, RALLY shall provide the County with a copy of its quarterly performance and financial reports of the agency's activities/programs/services. Quarterly reporting periods shall end on March 31, June 30 and September 30.

Quarter	Reports Due (no later than)	Payment Due to RALLY
First (1 st)	May 15	Within 30 days of receipt of first quarter report or by March 15
Second (2 nd)	August 15	Within 30 days of receipt of second quarter report or by June 15
Third (3 rd)	November 15	Within 30 days of receipt of third quarter report or by September 15

Within each quarterly report, the following information needs to be included as it pertains to the deliverables outlined above:

- Brief summary of the progress of each cohort, as well as Rally Maker Roundtable event, especially topics of educational offerings, number of unique participants in any program, and total cumulative number of participants across all programs
- Updated listing of new unique clients across all programs - information provided can be in a table format and must be at least: name of company, address of company, type of corporation (i.e. Sole Proprietorship vs. LLC, etc.), major industry company sells to (recommend also providing NAICs and NIGP codes), particular alignment to the local social need/issue their product/service addresses, demographic information including gender and race/ethnicity, and potential opportunities/synergies for the company to work with the County or County partners (can be short summaries); if the participant is an individual and not incorporated, please briefly explain why they are not incorporated by creating an additional column named "Notes"

For the final report, the following is also needed:

- Number of unique, as well as total participants in each offering
- Cumulative listing of every participant across all the programs up until September 30 – adding a progress column to the quarterly provided progress report table which provides

any of the following for that organization: 1) total dollar amount of revenues/contracts obtained during the work period; 2) total dollar amount of grants obtained during the work period as well as total dollar amount of grants/contracts pursued; 3) total number of customer and/or partner connections made by RALLY for client as well as who clients were introduced to; 4) number of mentors connected to organization and any resulting outcomes from mentorship; 5) whether B-corporation formation took place; 6) any impact metrics toward a local societal issue being improved; and 7) any other notable progress metrics and/or anecdotes indicating participant's growth as a result of the program.

- Electronic copies of press coverage on Rally Fellows from within the community or beyond

A presentation to County staff will also be required to discuss through the final report.

2) Within 30 days of its release, RALLY shall provide the County with a copy of its annual financial report, external audit reports, and any performance or statistical data requested by Orange County.

Reports and Communications to the COUNTY:

Orange County. Office of Economic, Trade & Tourism Development
ATTN: Eric Ushkowitz, Economic Development Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32802
Phone: (407) 836-7370
Fax: (407) 836-7399

Reports and Communications to RALLY:

RALLY
ATTN: Ben Hoyer, President/COO
1001 N Orange Ave
Orlando, Florida 32801
Phone: 407-371-2925

**ORANGE COUNTY, FLORIDA
AND
ROLLINS COLLEGE CRUMMER CENTER FOR ADVANCED
ENTREPRENEURSHIP**

FY 2021 GRANT AGREEMENT

FEB 23 2021

THIS AGREEMENT, made and entered into this <#> day of January 2021, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and "Rollins College Crummer Center for Advanced Entrepreneurship's" hereinafter referred to as "CFAE".

WITNESSETH:

WHEREAS, CFAE has applied to the County for a donation of funds for the operations of Rollins College's entrepreneurial and economic development programs; and

WHEREAS, the County has determined that there is a public interest for such activities/programs in order to support existing small businesses and residents desiring to start a business venture in Central Florida through education, mentorship, investment pursuits and other activities conducive to Orange County's economy and, to that end, the County has appropriated funds to be donated to CFAE for such purposes; and

WHEREAS, the County desires to enter into an agreement with CFAE whereby CFAE will receive said funds of the County in accordance with the terms and conditions herein set forth; and

WHEREAS, CFAE has available the necessary qualified and trained personnel, facilities, materials and supplies to perform its obligations as set forth in this Agreement;

THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

Section 1. County's Obligation.

1.1 The County has appropriated for the period commencing October 1, 2020 and ending September 30, 2021, the total sum of ninety five thousand dollars (\$95,000) to be administered and disbursed by CFAE solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2021 for the designated purpose set forth in Exhibit "A", shall be returned to the County. Upon receipt of a written request from the CFAE, the County Administrator, or designee, may grant an extension for the CFAE to spend or encumber the County Contribution. The County's contributions of \$95,000 to CFAE shall be made in four (4) installments of twenty three thousand and seven hundred fifty dollars (\$23,750) based on the following dates and contingent upon the satisfactory receipt of three (3) quarterly performance and financial reports of the agency's activities/programs/services as described in Exhibit "A." Each quarterly report is due to Orange County Office of Economic, Trade & Tourism Development within 45 days after the end of each quarter ending March 31; June 30; and, September 30 as described in Exhibit "B." The first quarter's installment payment will be paid by the end of January or within 30 days after the execution date of this Agreement and receipt of invoice. The three remaining installment payments shall be paid within 30 days of receipt of each prior quarter report. The first quarterly report is due no later than May 15; the second quarterly report is due by no later than August 15; and, the final quarterly report is due by no later than November 15. The final report will determine compliance for future funding. Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of CFAE to receive future contributions from the County.

1.2 No funds paid under this Agreement shall be expended for any lobbyist, as such term is defined in section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County. Furthermore, CFAE agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature in order to advocate for or influence legislative decision making inconsistent with legislative priorities adopted by the Board of County Commissioners, without the prior written consent of the Board or the County Administrator.

1.3 No funds paid under this Agreement shall be expended for payment of any liability, claims, demands, damages, expenses, fees, fines, penalties, proceedings, actions and cost of actions, including attorney's fees or attorneys on appeal of proceedings or judgments of any kind and nature.

Section 2. CFAE's Obligation.

2.1 Representation of CFAE. CFAE represents that it will use its best efforts to develop and promote small businesses and entrepreneurs in Central Florida, which should include partnering with Orange County Economic Development and Business Development.

2.2 CFAE as Independent Contractor. The parties expressly acknowledge that CFAE is acting as an Independent Contractor, and nothing in this Agreement is intended or

shall be construed to establish an agency, partnership or joint venture relationship between the parties.

2.3 Unlawful Discrimination. CFAE in performing its obligations under this Agreement shall not unlawfully discriminate against any worker, employee, applicant or member of the public because of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin.

2.4 Accounting. CFAE will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles. CFAE agrees to submit reports to the County's Office of Management and Budget according to the terms described in Exhibit "B". Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of CFAE to receive future contributions from the County.

2.5 Non-Profit Status. CFAE agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If CFAE should, during the term of this Agreement, lose its corporate status, it shall immediately notify the County in writing, and the County reserves the right to terminate this Agreement immediately.

2.6 Right to Inspect and Audit Accounts. During the term of this Agreement, CFAE, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller and his staff to inspect and audit CFAE books and accounts at any time during normal working hours, provided that reasonable notice is given to CFAE prior to any such inspection. Any costs incurred by CFAE as a result of a County audit shall be the sole responsibility of and shall be borne by CFAE. In addition, should CFAE provide any or all of the County's funds to sub-recipients, then, and in that event, CFAE shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee.

2.7 Maintenance of Records; Audit. For a period ending five (5) years after the expiration or termination of this Agreement, CFAE shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.

2.8 Assignment. CFAE may not assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.

2.9 Indemnification. CFAE agrees to indemnify and save harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, attorneys on appeal of any kind and nature arising or growing out or in any way connected with the performance of this Agreement itself.

Section 3. Term and Termination.

3.1 Term and Termination. The term of this Agreement shall begin on January 1, 2021 and shall continue until September 30, 2021. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 4. Miscellaneous.

4.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof, shall be deemed to exist.

4.2 Waivers. Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

4.3 No Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

4.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation occurring as a result of this Agreement shall be held in the Ninth Circuit Courts in and for Orange County, Florida, and shall be governed by the laws of the State of Florida.

4.5 Severability. It is agreed by and between the parties that if any covenant, condition or provision contained in this agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

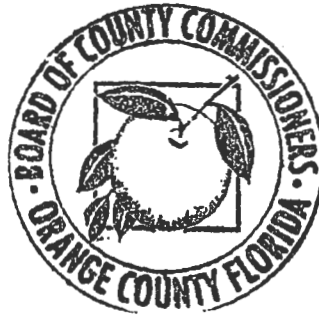
By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: FEB 23 2021

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Phil Diamond*
Deputy Clerk

Date: FEB 23 2021



Rollins College

By: *Dr. Deborah Crown*
Dr. Deborah Crown, Dean, Crummer Graduate
School of Business

Date: 1/20/21

EXHIBIT A

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$95,000 for FY20-21 will be used to support Rollins College's Crummer Center for Advanced Entrepreneurship's (CFAE) operations, which consist of highly skilled staff in technical assistance provision and small business C-level management coaching.

CFAE is expected to deliver the following major initiatives by September 30:

- Recruit and host: 1) at least 20 unique women entrepreneur participants through the ATHENA Powerlink and CEO Roundtables for Women Business Owners; 2) at least 50 unique participants through the CEO Roundtables, CEO Forums and Entrepreneurial Growth Series; and 3) at least 55 participants supported via the Rollins Venture Plan Competition
- Participation in monthly group grantee calls with County staff, as well as in utilizing the SourceLink web resource provided by the National Entrepreneur Center and the County, as well as Central Florida STEM Mentor Online Database and Technology Matchmaking Online Tool (training will be provided in monthly group grantee calls for how to access and use these resources)
- Partner with Orange County and other external organizations on promotion of, or connectivity to other programs within the local entrepreneur-supporting ecosystem
- Elevate the awareness and impact of the Rollins Venture Plan Competition as at least the premiere *regional* competition for entrepreneurs (akin to the Rice Business Plan Competition)

Particular tasks agreed to be completed during the FY20-21 budget year for the ATHENA Powerlink and CEO Roundtables for Women Business Owners programs include:

- Recruitment and screening of applicants
- Overseeing the selection process of program applicants
- Provide coaching, mentorship, and educational programming
- Provide marketing and networking events
- Provide staffing and space for the programs
- Provide impact reports to County as outlined in Appendix B

Particular tasks agreed to be completed during the FY20-21 budget year for the CEO Roundtables, CEO Forums and Crummer Entrepreneurial Growth Series programs include:

- Recruitment and screening of applicants
- Overseeing the selection process of program applicants across all programs
- Provide mentorship and educational programming
- Provide peer to peer networking events
- Provide staffing and space for the programs
- Provide impact reports to County as outlined in Appendix B

Particular tasks agreed to be completed during the FY20-21 budget year for the Rollins Venture Plan Competition program include:

- Recruitment and screening of applicants
- Overseeing the selection process of applicants
- Additional follow-up, connectivity to other support programs in ecosystem, and/or provision of services to applicants that were not selected
- Provide staffing and space for the programs
- Provide marketing for event
- Investigate new partnerships and/or federal/non-profit funding mechanisms to supplement funding partners investments in prize monies/offerings
- Raise additional competition prize funding and/or in-kind services for participants
- Provide impact reports to County as outlined in Appendix B

CFAE's Proposed Budget – Total: \$95,000

FY 20 -21 Budget Categories	Budget	Uses of Funds
Rollins Venture Plan Competition	\$50,000	Broaden marketing (i.e., targeted ads, social media, greater awareness campaigns), increase mentoring opportunities, tracking companies, administration and program coordination (part-time), awards
Crummer Entrepreneurial Growth Series	\$7,500	Develop program for broader distribution (e.g., live stream), marketing via an awareness campaign, administration and program coordination (part-time), speaker stipends, and food costs
ATHENA Powerlink	\$10,000	Mentoring. Marketing via an awareness campaign, administration and program coordination (part-time), event support
CEO Roundtables for Women Business Owners	\$10,000	Mentoring. Marketing, administration and program coordination (part-time), event support
CEO Roundtables	\$10,000	Mentoring. Marketing, administration and program coordination (part-time), event support
CEO Forums	\$7,500	Administration and program coordination (part-time), event support, post-event support (i.e., community speaker engagement)
Total	\$95,000	

NO FUNDS PAID UNDER THIS AGREEMENT SHALL BE EXPENDED FOR PAYMENT OF ANY LIABILITY, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS OR COST OF ACTIONS, INCLUDING

TTORNEY'S FEES OR ATTORNEYS ON APPEAL OF ANY PROCEEDINGS OR
JUDGMENTS OF ANY KIND AND NATURE.

EXHIBIT B

The following reports are to be submitted to the Office Economic, Trade & Tourism Development as indicated:

1) Within 45 days of the end of the quarter, CFAE shall provide the County with a copy of its quarterly performance and financial reports of the agency's activities/programs/services. Quarterly reporting periods shall end on March 31, June 30 and September 30.

Quarter	Reports Due (no later than)	Payment Due to CFAE
First (1 st)	May 15	Within 30 days of receipt of first quarter report or by March 15
Second (2 nd)	August 15	Within 30 days of receipt of second quarter report or by June 15
Third (3 rd)	November 15	Within 30 days of receipt of third quarter report or by September 15

Within each quarterly report, the following information needs to be included as it pertains to the deliverables outlined above:

- Brief summary of the progress of each program offering especially topics of educational offerings, number of unique participants in any program, and total number of participants in each offering
- Updated listing of new unique clients across all programs - information provided can be in a table format and must be at least: name of company, address of company, type of corporation (i.e. Sole Proprietorship vs. LLC, etc.), major industry company sells to (recommend also providing NAICs and NIGP codes), demographic information including gender and race/ethnicity, whether they are participating in another CFAE program, and potential opportunities/synergies for the company to work with the County (can be short summaries); if the participant is an individual and not incorporated, please briefly explain why they are not incorporated by creating an additional column named "Notes"

For the final report, the following is also needed:

- Number of unique, as well as total participants in each program
- Cumulative listing of every participant across all the programs up until September 30 – adding a progress column to the quarterly provided progress report table which provides any of the following for that organization: 1) total dollar amount of revenues/contracts obtained during the work period; 2) total dollar amount of grants obtained during the work period as well as total dollar amount of grants/contracts pursued; 3) total number of customer and/or partner connections made by CFAE for client as well as who clients were introduced to; 4) number of mentors connected to organization and any resulting outcomes from mentorship; 5) whether Small Business Administration certifications were obtained as a result of the programs and which ones were obtained; and 6) any other

notable progress metrics and/or anecdotes indicating participant's growth as a result of the program.

- A brief summary of Rollins Venture Plan Competition's marketing outcomes such as notable public relations adoption metrics (i.e. name of publication, number of unique TV or radio mentions, etc.), amount of new funding for prize monies or in-kind services obtained for participants, etc.
- Any notable anecdotes of how peer-to-peer interactivity of CEO Forum/Roundtables have assisted participants in the further growth of their business

A presentation to County staff will also be required to discuss through the final report.

2) Within 30 days of its release, CFAE shall provide the County with a copy of its annual financial report, external audit reports, and any performance or statistical data requested by Orange County.

Reports and Communications to the COUNTY:

Orange County, Office of Economic, Trade & Tourism Development
ATTN: Eric Ushkowitz, Economic Development Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32802
Phone: (407) 836-7370
Fax: (407) 836-7399

Reports and Communications to Crummer Center for Advanced Entrepreneurship:

Crummer Center for Advanced Entrepreneurship
ATTN: Dr. Pete McAlindon, Entrepreneur in Residence
and Executive Director of the Center for Advanced
1000 Holt Ave. 2722
Winter Park, FL 32789-4499
Phone: (321) 277-4272
Email: pmcalindon@rollins.edu

**ORANGE COUNTY, FLORIDA
AND
STARTER STUDIO**

FY 2021 GRANT AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this 4th day of February 2021, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and STARTER STUDIO hereinafter referred to as the "STARTERSTUDIO".

WITNESSETH:

WHEREAS, STARTERSTUDIO has applied to the County for a donation of funds for the operations of STARTERSTUDIO; and

WHEREAS, the County developed the Orange County Economic Stimulus Strategy 4.0 and appropriated funds to STARTER STUDIO FL INC to launch a program to provide education and training in entrepreneurship and business leadership for business owners, and has determined that there is a public interest for such activities/programs in order to support existing small businesses and residents desiring to start a business venture in Central Florida through education, mentorship, investment pursuits and other activities conducive to Orange County's economy and, to that end, the County has appropriated funds to be donated to STARTERSTUDIO for such purposes; and

WHEREAS, the County desires to enter into an agreement with STARTERSTUDIO whereby STARTERSTUDIO will receive said funds of the County in accordance with the terms and conditions herein set forth; and

WHEREAS, STARTERSTUDIO has available the necessary qualified and trained personnel, facilities, materials and supplies to perform its obligations as set forth in this Agreement.

Now THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

Section 1. County's Obligation.

1.1 The County has appropriated for the period commencing October 1, 2020 and ending September 30, 2021, the total sum of ONE HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$150,000.00) ("County Contribution") to be administered and disbursed by STARTERSTUDIO solely for the purposes set forth in Exhibit "A". Any funds not spent or

encumbered by September 30, 2021 for the designated purpose set forth in Exhibit "A", shall be returned to the County. Upon receipt of a written request from STARTERSTUDIO, the County Administrator, or designee, may grant an extension for STARTERSTUDIO to spend or encumber the County Contribution. The County Contribution \$150,000.00 to STARTERSTUDIO shall be made in four (4) equal installments of THIRTY-SEVEN THOUSAND FIVE HUNDRED and no/100 Dollars (\$37,500.00) on the following dates and contingent upon the satisfactory County's receipt of a fully-executed Agreement, as well as an invoice, and then three (3) quarterly performance and financial reports of STARTERSTUDIO's activities/programs/services as described in Exhibit "A." Each report is due to Orange County Office of Economic, Trade & Tourism Development no later than 45 days after the end of the quarters ending March 31; June 30; and September 30 as described in Exhibit "B", attached hereto and incorporated herein by this reference. The first installment payment will be paid by the end of October or within 30 days after the execution date of this Agreement and receipt of invoice. The three remaining installment payments shall be paid within 30 days of receipt of each prior report. The first report is due no later than May 15; the second report is due by no later than August 15; and, the final report is due by no later than November 15. The final report will determine compliance for future funding. Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement, and may result in the ineligibility of STARTERSTUDIO to receive future contributions from the County.

1.2 No funds paid under this Agreement shall be expended for any lobbyist, as such term is defined in section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County.

Furthermore, STARTERSTUDIO agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature in order to advocate for or influence legislative decision making inconsistent with legislative priorities adopted by the Board of County Commissioners, without the prior written consent of the Board or the County Administrator.

1.3 No funds paid under this Agreement shall be expended for payment of any liability, claims, demands, damages, expenses, fees, fines, penalties, proceedings, actions and cost of actions, including attorney's fees or attorneys on appeal of proceedings or judgments of any kind and nature.

Section 2. STARTERSTUDIO's Obligation.

2.1 Representation of STARTERSTUDIO. STARTERSTUDIO represents that it will use its best efforts to develop and promote small businesses and entrepreneurs in Central Florida, which should include partnering with Orange County Economic Development and Business Development.

2.2 STARTERSTUDIO as Independent Contractor. The parties expressly acknowledge that STARTERSTUDIO is acting as an Independent Contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties.

2.3 Unlawful Discrimination. STARTERSTUDIO, in performing its obligations under this Agreement shall not unlawfully discriminate against any worker, employee, applicant or member of the public because of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin.

2.4 Accounting. STARTERSTUDIO will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles. STARTERSTUDIO agrees to submit reports to the County's Office of Management and Budget according to the terms described in Exhibit "B". Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of STARTERSTUDIO to receive future contributions from the County.

2.5 Non-Profit Status. STARTERSTUDIO agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If STARTERSTUDIO should, during the term of this Agreement, lose its corporate status, it shall immediately notify the County in writing, and the County reserves the right to terminate this Agreement immediately.

2.6 Right to Inspect and Audit Accounts. During the term of this Agreement, STARTERSTUDIO, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller and his staff to inspect and audit STARTERSTUDIO's books and accounts at any time during normal working hours, provided that reasonable notice is given to STARTERSTUDIO prior to any such inspection. Any costs incurred by STARTERSTUDIO as a result of a County audit shall be the sole responsibility of and shall be borne by STARTERSTUDIO. In addition, should STARTERSTUDIO provide any or all of the County's funds to sub-recipients, then, and in that event, STARTERSTUDIO shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee.

2.7 Maintenance of Records; Audit. For a period ending five (5) years after the expiration or termination of this Agreement, STARTERSTUDIO shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.

2.8 Assignment. STARTERSTUDIO may not assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.

2.9 Indemnification. STARTERSTUDIO agrees to indemnify and save harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, attorneys on appeal of any kind and nature arising or growing out or in any way

connected with STARTERSTUDIO's performance of its obligations under, or STARTERSTUDIO's breach of, this Agreement .

Section 3. Term and Termination.

3.1 Term and Termination. The term of this Agreement shall begin on January 1, 2021 and shall continue until September 30, 2021, unless extended by written modification to the Agreement, signed by both parties. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 4. Miscellaneous.

4.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof, shall be deemed to exist.

4.2 Waivers. Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

4.3 No Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

4.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation occurring as a result of this Agreement shall be held in the Ninth Circuit Courts in and for Orange County, Florida, and shall be governed by the laws of the State of Florida.

4.5 Severability. It is agreed by and between the parties that if any covenant, condition or provision contained in this agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

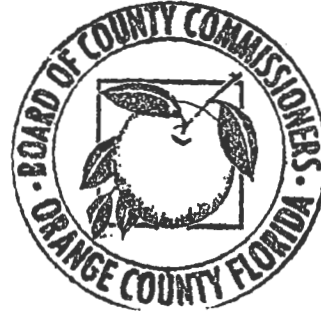
By: *Jerry L. Demings*
Jerry L. Demings
for Orange County Mayor

Date: FEB 23 2021

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk

Date: FEB 23 2021



STARTER STUDIO FL INC

By: *Lilian Myers*
LILIAN MYERS, EXECUTIVE DIRECTOR

Date: February 4, 2021

EXHIBIT A

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$150,000 for FY20-21 will be used to support StarterStudio's operations, which consist of highly skilled staff in technical assistance provision to small businesses and budding founders. The programs they offer are targeted to serving tech and tech-enabled startups at various stages of development, from the earliest ideas to investment seeking.

StarterStudio is expected to deliver the following major initiatives by September 30:

- Recruit and host at least 8 cohorts serving at least 64 unique participants combined, across all programs
- Participation in monthly group grantee calls with County staff, as well as in utilizing the SourceLink web resource provided by the National Entrepreneur Center and the County, and the Central Florida STEM Online Mentor Database provided by The Corridor and the County (training will be provided in monthly group grantee calls for how to access and use the online resources)
- Work with Orange County staff to investigate and prioritize technology solutions which the County may invest in or procure; as well as work with The Corridor on the local industry cluster strategy plans complimentary to their accelerators outcomes

Particular tasks agreed to be completed during the FY20-21 budget year include:

- Recruitment and selection of participants
- Provide educational programming, access to mentors/Subject Matter Experts, and continuous coaching
- Provide staffing and space for the programs
- Provide impact reports to County as outlined in Appendix B

StarterStudio's Proposed Budget – Total: \$150,000

FY 20 -21 Budget Categories	Amount	Notes on Types of Expenses for the Category
Showcase Events	\$14,000	Investor, Demo days, Alum, Mentor
Tools	\$38,400	CRM, Pitchbook, Badging Software
Contractors (local Orange County resources 8+ people)	\$97,600	Web dev, Content dev, Ad creative, Facilitators, Entrepreneur in Residence, SME Stipends
TOTAL:	\$150,000	

NO FUNDS PAID UNDER THIS AGREEMENT SHALL BE EXPENDED FOR PAYMENT OF ANY LIABILITY, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS OR COST OF ACTIONS, INCLUDING ATTORNEY'S FEES OR ATTORNEYS ON APPEAL OF ANY PROCEEDINGS OR JUDGMENTS OF ANY KIND AND NATURE.

EXHIBIT B

The following reports are to be submitted to the Office Economic, Trade & Tourism Development as indicated:

1) Within 45 days of the end of the quarter, StarterStudio shall provide the County with a copy of its quarterly performance and financial reports of the agency's activities/programs/services. Quarterly reporting periods shall end on March 31, June 30 and September 30.

Quarter	Reports Due (no later than)	Payment Due to StarterStudio
First (1 st)	May 15	Within 30 days of receipt of first quarter report or by March 15
Second (2 nd)	August 15	Within 30 days of receipt of second quarter report or by June 15
Third (3 rd)	November 15	Within 30 days of receipt of third quarter report or by September 15

Within each quarterly report, the following information needs to be included as it pertains to the deliverables outlined above:

- Brief summary of the progress of the accelerator programs – should include topics shared in each educational offering and number of unique attendees, as well as total attendee numbers for each offering; number of mentors obtained and/or connected to participants; total number of hours coaching provided across participants from StarterStudio staff or Contractors; any impact metrics or anecdotes of notable connections or outcomes from Demo days, etc.
- Updated listing of new clients of Program - information provided can be in a table format and must be at least: name of individual, anticipated industry/application for technology, brief explanation of what the technology is, whether there is intellectual property involved and if so, each patent pending/patent numbers, and his/her demographic information including gender and race/ethnicity. If a company is formed please share the address of company, type of corporation (i.e. Sole Proprietorship vs. LLC, etc.), major industry company could sell to (recommend also providing NAICs and NIGP codes), and potential opportunities/synergies for the company to work with the County (can be short summaries).

For the final report, the following is also needed:

- Cumulative listing of every participant in the accelerator programs up until September 30 – adding a progress column to the quarterly provided progress report table which provides any of the following for that individual: 1) total dollar amount of revenues/contracts/investments obtained during the work period; 2) total dollar amount of grants obtained during the work period as well as total dollar amount of grants/contracts pursued; 3) total number of mentor/SME connections made by StarterStudio for client as well as whether the connection was made using the Central Florida Online Mentor Database, as well as the number of total unique mentors added over the year to either

StarterStudio's database as well as to the Online Mentor Database; 4) total number of customer, investor and/or partner connections made by StarterStudio for client as well as who clients were introduced to; 5) brief summary of any new intellectual property created or obtained as well as any progress on IP progressed (i.e. pending to full patent, etc.); and 6) any other notable progress metrics and/or anecdotes indicating participant's growth as a result of the Program (can include notes on founder skill development).

A presentation to County staff will also be required to discuss through the final report.

2) Within 30 days of its release, StarterStudio shall provide the County with a copy of its annual financial report, external audit reports, and any performance or statistical data requested by Orange County.

Reports and Communications to the COUNTY:

Orange County. Office of Economic, Trade & Tourism Development
ATTN: Eric Ushkowitz, Economic Development Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32802
Phone: (407) 836-7370
Fax: (407) 836-7399

Reports and Communications to StarterStudio:

StarterStudio
ATTN: Lilian Myers, Executive Director
101 S Garland Ave, Suite 108
Orlando, Florida 32801
Phone: 407-378-4150

**ORANGE COUNTY, FLORIDA
AND
VETERAN ENTREPRENEURSHIP INITIATIVE, INC.**

FY 2021 GRANT AGREEMENT

FEB 23 2021

THIS AGREEMENT, made and entered into this day of February 2021, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and Veteran Entrepreneurship Initiative, Inc. hereinafter referred to as the "VEI".

WITNESSETH:

WHEREAS, the VEI has applied to the County for a donation of funds for the operations of VEI; and

WHEREAS, the County has determined that there is a public interest for such activities/programs in order to develop, promote and support existing military veterans small businesses, and veterans entrepreneurs desiring to start a business venture in Central Florida through education, mentorship, investment pursuits and other activities conducive to Orange County's economy and, to that end, the County has appropriated funds to be donated to VEI for such purposes; and

WHEREAS, the County desires to enter into an agreement with the VEI whereby the VEI will receive said funds of the County in accordance with the terms and conditions herein set forth; and

WHEREAS, VEI has available the necessary qualified and trained personnel, facilities, materials and supplies to perform its obligations as set forth in this Agreement;

THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

Section 1. County's Obligation.

1.1 The County has appropriated for the period commencing January 1, 2021 and ending September 30, 2021, the total sum of one hundred and forty seven thousands and five hundred dollars (\$147,500) to be administered and disbursed by the VEI solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2021 for the designated purpose set forth in Exhibit "A", shall be returned to the County. The County's contributions of \$147,500 to VEI shall be made in four (4) installments of \$36,875 based on the following dates and contingent upon the satisfactory receipt of three (3) quarterly performance and financial reports of the agency's activities/programs/services as described in Exhibit "A." Each quarterly

report is due to Orange County Office of Economic, Trade & Tourism Development within 45 days after the end of each quarter ending December 31; March 31; June 30; and, September 30 as described in Exhibit "B." The first quarter's installment payment will be paid by the end of October or within 30 days after the execution date of this Agreement and receipt of invoice. The three remaining installment payments shall be paid within 30 days of receipt of each prior quarter report. The first quarterly report is due no later than May 15; the second quarterly report is due by no later than August 15; and, the final quarterly report is due by no later than November 15. The final report will determine compliance for future funding. Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the VEI to receive future contributions from the County.

1.2 No funds paid under this Agreement shall be expended for any lobbyist, as such term is defined in section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County. Furthermore, VEI agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature in order to advocate for or influence legislative decision making inconsistent with legislative priorities adopted by the Board of County Commissioners, without the prior written consent of the Board or the County Administrator.

1.3 No funds paid under this Agreement shall be expended for payment of any liability, claims, demands, damages, expenses, fees, fines, penalties, proceedings, actions and cost of actions, including attorney's fees or attorneys on appeal of proceedings or judgments of any kind and nature.

Section 2. <VEI's Obligation.>

2.1 Representation of VEI. VEI represents that it will use its best efforts to develop and promote develop, and support existing military veterans small businesses, and veterans entrepreneurs desiring to start a business venture in Central Florida through education, mentorship, investment pursuits and other activities in Central Florida, which should include partnering with Orange County Economic Development and Business Development.

2.2 VEI as Independent Contractor. The parties expressly acknowledge that the VEI is acting as an Independent Contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties.

2.3 Unlawful Discrimination. VEI, in performing it obligations under this Agreement shall not unlawfully discriminate against any worker, employee, applicant or member of the public because of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin.

2.4 Accounting. VEI will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles. VEI agrees to submit reports to the County's Office of Management and Budget according to the terms described in

Exhibit "B". Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the VEI to receive future contributions from the County.

2.5 Non-Profit Status. VEI agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If VEI should, during the term of this Agreement, lose its corporate status, it shall immediately notify the County in writing, and the County reserves the right to terminate this Agreement immediately.

2.6 Right to Inspect and Audit Accounts. During the term of this Agreement, VEI, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller and his staff to inspect and audit VEI's books and accounts at any time during normal working hours, provided that reasonable notice is given to VEI prior to any such inspection. Any costs incurred by the VEI as a result of a County audit shall be the sole responsibility of and shall be borne by VEI. In addition, should VEI provide any or all of the County's funds to sub-recipients, then, and in that event, VEI shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee.

2.7 Maintenance of Records; Audit. For a period ending five (5) years after the expiration or termination of this Agreement, VEI shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.

2.8 Assignment. VEI may not assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.

2.9 Indemnification. VEI agrees to indemnify and save harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, attorneys on appeal of any kind and nature arising or growing out or in any way connected with the performance of this Agreement itself.

Section 3. Term and Termination.

3.1 Term and Termination. The term of this Agreement shall begin on January 1, 2021 and shall continue until September 30, 2021. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 4. Miscellaneous.

4.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof, shall be deemed to exist.

4.2 Waivers. Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

4.3 No Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

4.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation occurring as a result of this Agreement shall be held in the Ninth Circuit Courts in and for Orange County, Florida, and shall be governed by the laws of the State of Florida.

4.5 Severability. It is agreed by and between the parties that if any covenant, condition or provision contained in this agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

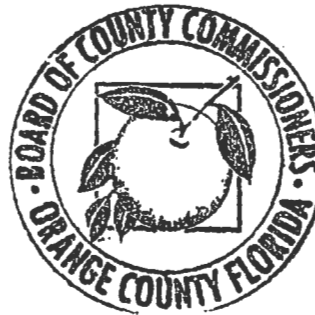
By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: FEB 23 2021

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Phil Diamond*
Deputy Clerk

Date: FEB 23 2021



VETERAN ENTREPRENEURSHIP INITIATIVE, INC.

By: *Rafael Caamano*
Rafael Caamano, President- Co Founder

Date: 2/3/2021

EXHIBIT A

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$147,500 for FY20-21 will be used to support VEI's operations, which consist of highly skilled staff in technical assistance provision, especially to military-based veteran entrepreneurs.

VEI is expected to deliver the following major initiatives by September 30:

- Recruit and host at 125 participants through three Veteran entrepreneur-serving programs: Market to Government Integration Academy; Invention to Venture; and Grid 407
- Participation in monthly group grantee calls with County staff, as well as in utilizing the SourceLink web resource provided by the National Entrepreneur Center and the County (training will be provided in monthly group grantee calls for how to access and use the SourceLink website)
- Work with Orange County staff within the Family and Community Services Department to ensure Veterans with entrepreneur interests align with County Veterans programs
- Explore partnership opportunities with Veterans Affairs and other private sector Veteran-supporting programs especially focused on entrepreneurship (i.e. Bunker Labs)

Particular tasks agreed to be completed during the FY20-21 budget year include:

- Recruitment and screening of applicants
- Overseeing the selection process of program applicants across all three programs
- Launching New Educational Programming: Market to Government Integration Academy and Innovation to Venture
- Provide Continuous Coaching and Mentoring Programming through Grid 407
- Provide marketing and networking events
- Provide staffing and space for the programs
- Provide impact reports to County as outlined in Appendix B

VEI's Proposed Budget – Total: \$147,500

FY 20 -21 Budget Categories	Amount	Notes on Types of Expenses for the Category
Labor (staffing)	\$95,016	Program manager, Facilitator, Coordinator and FICA 7%
Facility	\$8,000	Location and participation of NEC programing
Marketing	\$11,000	Collateral, Website improvements, Digital Media, Promotions
Subject Matter Experts	\$10,340	Professional experts for various programming
Materials & Equipment	\$9,760	Licenses, supplies and supporting items for three programing
Indirect Costs	\$13,385	Indirect Rate: 10%

NO FUNDS PAID UNDER THIS AGREEMENT SHALL BE EXPENDED FOR PAYMENT OF ANY LIABILITY, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS OR COST OF ACTIONS, INCLUDING ATTORNEY'S FEES OR ATTORNEYS ON APPEAL OF ANY PROCEEDINGS OR JUDGMENTS OF ANY KIND AND NATURE.

EXHIBIT B

The following reports are to be submitted to the Office Economic, Trade & Tourism Development as indicated:

1) Within 45 days of the end of the quarter, VEI shall provide the County with a copy of its quarterly performance and financial reports of the agency's activities/programs/services. Quarterly reporting periods shall end on March 31, June 30 and September 30.

Quarter	Reports Due (no later than)	Payment Due to VEI
First (1 st)	May 15	Within 30 days of receipt of first quarter report or by March 15
Second (2 nd)	August 15	Within 30 days of receipt of second quarter report or by June 15
Third (3 rd)	November 15	Within 30 days of receipt of third quarter report or by September 15

Within each quarterly report, the following information needs to be included as it pertains to the deliverables outlined above:

- Brief summary of the progress of the two new educational programs - Market to Government Integration Academy and Invention to Venture, especially topics shared in each offering and number of unique attendees as well as total attendee numbers for each offering
- Updated listing of new clients across all three programs - information provided can be in a table format and must be at least: name of company, address of company, type of corporation (i.e. Sole Proprietorship vs. LLC, etc.), major industry company sells to (recommend also providing NAICs and NIGP codes), demographic information including gender and race/ethnicity, and potential opportunities/synergies for the company to work with the County (can be short summaries); if the participant is an individual and not incorporated, please briefly explain why they are not incorporated by creating an additional column named "Notes"

For the final report, the following is also needed:

- Number of unique, as well as total participants in each program
- Cumulative listing of every participant across the three programs up until September 30 – adding a progress column to the quarterly provided progress report table which provides any of the following for that organization: 1) total dollar amount of revenues/contracts obtained during the work period; 2) total dollar amount of grants obtained during the work period as well as total dollar amount of grants/contracts pursued; 3) total number of customer and/or partner connections made by VEI for client as well as who clients were introduced to; 4) whether Small Business Administration certifications or other Veteran designations were obtained as a result of the programs and which ones were obtained; and